

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXECUTION OF A TENANT LEASE AGREEMENT FOR CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

REPORT IN BRIEF: Staff is recommending that a new Tenant Lease Agreement be entered into by the Town in order to continue the Resident Security Program at Wolf Lake Park. The previous resident security tenant terminated his lease agreement during June, 2001. Since that time, staff conducted a reassessment of the need for the Resident Security Program at the site and has determined that the program is beneficial to the Town and needed as a means of managing usage issues such as park rules and regulation enforcement, i.e. dogs off leash concerns, vehicle speeding within the park site and general site safety. Since these are the types of problems which prompted the Town to originally implement the Resident Security Program at the park in 1995, it is felt by staff that it is in the best interest of the Town to continue the program at the site.

PREVIOUS ACTIONS: R-95-226, R96-296

CONCURRENCES: None

FISCAL IMPACT:

Has request been budgeted? yes

If yes, expected cost: \$ 900.00

Account Name: Utilities and Internal Charges

What account will funds be appropriated from: 001-0803-572-0450

Additional Comments:

RECOMMENDATION(S): Motion to approve Resolution

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXECUTION OF A TENANT LEASE AGREEMENT FOR CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

WHEREAS, The Town of Davie has determined that the Residential Security Program has successfully deterred vandalism, criminal mischief and unlawful acts at the Wolf Lake site; and

WHEREAS, the Town's previous on site tenant has terminated his lease agreement with the Town; and

WHEREAS, Davie Police Officer Daniel Brito has expressed interest in participation in the Residential Security Program; and

WHEREAS, it is in the best interest to approve a Tenant Agreement with Officer Daniel Brito for the purpose of having him perform under the specific terms and conditions of this agreement, attached hereto and identified as Exhibit "A"; and

WHEREAS, after review, the Town Council authorizes the Mayor to sign a Tenant Agreement Contract with Officer Daniel Brito; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to approve the Resident Security Program and Lease Agreement between Officer Daniel Brito and the Town of Davie, attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

Exhibit "A"

WOLF LAKE OPEN SPACE LEASE

THIS LEASE, signed this 7th day of February A.D. 2002 in consideration of the following covenants, agreements, limitations and conditions entered into by the parties hereto for themselves, their heirs, successors, legal representatives and assigns.

1. THE TOWN OF DAVIE, FLORIDA hereinafter called LANDLORD, leases to

Daniel Brito

hereinafter jointly, severally and collectively called the TENANT(S) the parcel of property as a mobile home site on the grounds and property of Wolf Lake Town owned and operated by LANDLORD.

2. The LANDLORD shall provide and install utilities (water, electricity and sewer disposal) to the mobile home site and maintain said utilities. The Town will pay for the utility deposits for the mobile home site. The TENANT(S) shall provide copies to the Town of the above utility bills for documentation purposes.

3. The mobile home is to be occupied only by the TENANT(S) and his immediate family unless written consent of the LANDLORD is first obtained.

4. The term of this lease commences on the 7th day of February, 2002 and ends on the 7th day of February, 2004 or until either party gives thirty (30) days notice in writing.

5. Providing always that "the TENANT(S) hereby covenant(s) as follows at his sole cost and expense and TENANT(S) furthermore agrees to hold the LANDLORD harmless therefrom":

a. To assist the Town of Davie in protecting the Wolf Lake Open Space site and contents as described in the attached Addendum "A" by immediately notifying the appropriate law enforcement agency and the Town of Davie of any unlawful acts, or attempts, and furnish necessary information to them for evidence and possible prosecution of any unlawful acts, or attempts.

b. The TENANT(S) will obtain all necessary construction permits for any improvements made on the property.

space to and from the designated site.

d. Maintain the mobile home and designated space together with any improvements thereon, in a clean, orderly and sanitary condition at all times.

e. Obtain permission from the Town of Davie for any construction on site or addition to the mobile home. No construction at the direction of the TENANT(S) shall create any lien upon the property or shall necessitate the posting of a bond pursuant to Florida Statute 255.05.

f. Provide tie-downs within 30 days of the placement of mobile home on the Town of Davie property as prescribed by the attached tie-down requirement or an equivalent to be approved by the South Florida Building Code.

g. TENANT(S) shall be responsible for the tying down of the mobile home, the sewer tie-in connection, inspection of the electrical connection and all other fees necessary for the placement of the mobile home on the property.

h. Abide by and keep current all State of Florida requirements regarding mobile home taxes and/or licensing and the proper display of same, while residing on Town property.

i. Keep in full force and effect homeowner's liability insurance naming the Town of Davie as an additional insured in an amount not less than \$300,000.00 each occurrence and the owner shall indemnify and hold the Town of Davie, Florida, harmless from any liability for bodily injury or property damage to guests or other invitees while in the TENANT(S) mobile home or on Town property.

j. Arrange to have installed and maintained in TENANT(S) mobile home a telephone in TENANT(S) name and to furnish the Town's designee with the number of said telephone.

k. Maintain the mobile home as the TENANT(S) residence. The TENANT(S) shall inform the Town's designee of any absence of 24 or more consecutive hours in advance. In the event that the TENANT(S) fails to give such advance notice of absence, it shall constitute a breach of the Lease Agreement and shall, therefore, constitute cause for termination of the lease.

6. Following procedures established by the Town for notification of the Town's

mobile home or actions taken by the TENANT(S).

b. This Lease is cancelable by either party without cause upon giving written notice to the other party of their intent to terminate. The notice shall be sent no later than thirty (30) days from the date the cancellation and termination is to be effective.

This Lease is cancelable at any time for cause which will require no advance notice. Written notice given pursuant to this Lease shall be served by certified mail, return receipt requested, as follows:

As to Davie: TOM WILL
 TOWN ADMINISTRATOR
 TOWN OF DAVIE
 6591 Orange Drive
 DAVIE, FL 33314

As to: Mr. Daniel Brito
 5400 SW 76 Avenue
 Davie, FL 33314

c. The TENANT(S) understands and agrees that there shall be no display or use of firearms while on Town property. In the event that the TENANT(S) is employed as a certified law enforcement officer with the authority to carry firearms, any use of said firearms by said officer shall only occur on the Town's premises in carrying out his official duty as a law enforcement officer, not as the TENANT(S) under the lease.

d. The TENANT(S) will provide his own life and hospitalization coverage needed during the period of this Lease.

e. The vacation/eviction of the property shall be in accordance with the thirty (30) day cancellation notice by either party to this Lease as hereinafter provided.

f. The TENANT(S) will report to the Parks and Recreation Department representative of the Town for instructions as to the standard for which the property is to be secured.

g. It is understood by the parties hereto, that this Lease shall not create an employer/employee relationship between the parties, but that the TENANT(S) is working as an independent contractor and shall not be deemed an employee of the Town of Davie

enforcement of its rights hereunder, including but not limited to any costs, expenses and/or appeal.

i. It is further understood and agreed that all covenants and agreements to this Lease shall be binding upon and apply to the heirs, executors, legal representatives, and is not assignable.

j. The TENANT(S) acquires no rights to the property other than the specific rights of occupancy as set forth herein.

k. The agreement is for the benefit of the parties hereto and shall not create rights to third parties not signatories hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOWN OF DAVIE, FLORIDA

By:-----

Mayor

Attest:-----

Town Clerk

Witness

Tenant

ADDENDUM “A” TO WOLF LAKE CONTRACT

Wolf Lake is a fifty acre open space parcel located at 5400 SW 76 Avenue in Davie. The property includes a lake, picnic shelter, picnic tables, parking and a recreational trail.

The park is open from 9:00 am to dusk daily. Unmotorized boats are allowed in the lake, however, the Town enforces a “no swimming” rule at the site. Fishing is allowed and patrons are responsible for their license. Equestrians and pedestrians have access around the entire perimeter of the lake and unauthorized vehicles are limited to a portion of the property.

The picnic shelter was donated to the Town with the condition that the youth Scouting groups would have priority usage. The general public may permit the shelter when it is not being used by the Scout groups. To obtain a permit, please contact the Davie Parks and Recreation Department at 797-1145.

Everyone is encouraged to have a happy, safe time in our facilities. The Town of Davie reserves the right to dismiss or expel any person(s) from our facilities or programs for behavior that is detrimental to the facility or program. This includes, but is not limited to conduct that constitutes safety hazards, physical abuse, mental abuse and failure to comply with the Town’s rules and regulations.

WOLF LAKE PARK RULES

1. NO ALCOHOLIC BEVERAGES/NARCOTICS ALLOWED ON WOLF LAKE PARK PREMISES.
2. NO SWIMMING OR DIVING IN THE LAKE.
3. NO MOTORIZED BOATS IN THE LAKE.
4. NO UNAUTHORIZED VEHICLES ON THE RECREATIONAL TRAIL.
5. NO CAMPFIRE ALLOWED EXCEPT IN DESIGNATED AREAS.
6. NO TRESPASSING AFTER CLOSING HOURS.